

STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
Office of the Adjutant General
Anchorage, AK

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Facilities Engineering
AKARNG FACILITY RENTAL PROCEDURES

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This regulation supersedes ARNG 420-12, 1 July 1997

AKARNG FACILITY RENTAL PROCEDURES

SECTION I – GENERAL

1. Purpose: This regulation establishes the procedures that will be followed when AKARNG facilities are temporarily utilized by other than National Guard personnel for profit and non-profit functions, as well as for DOD and other federal or state agency usage.
2. Applicability: This regulation is applicable to all Alaska Army National Guard facilities. (See paragraph 18 for list of authorized facilities for rental).

SECTION II - RESPONSIBILITIES

3. Facility Commanders: Facility Commanders (or their designated representatives) will ensure that when their facility is utilized by other than National Guard personnel, the appropriate fees established by this regulation are collected and transmitted to the Construction & Facility Management Office. The Facility Commander is the approving authority for all rental agreements (other than no-charge rentals) and is responsible for the safe keeping and cleaning of the facility while it is being rented (see Appendix C). Facility Commanders may request special rates, which will be reviewed on a case-by-case basis. The Construction & Facilities Management Officer approves no-charge rentals. If approved, rental forms are still required to be completed.
4. Construction & Facilities Management Officer: The Construction & Facilities Management Officer (CFMO) will establish fixed rental rates for all readiness centers and adjust rates as needed. When requested by the Facility Commander, the CFMO may also establish special rates to cover special circumstances. The CFMO will see that all rental transactions are reviewed and that all revenue is transmitted to the appropriate State or Federal organization for deposit in a timely manner. The CFMO may also Grant short-term licenses for federally owned facilities.
5. Division of Administrative Services: The Division of Administrative Services will receive rental funds from the CFMO and credit the appropriate account consistent with the current State and Federal regulations.

SECTION III – UTILIZATION OF FACILITIES BY THE PUBLIC

6. General: State and Federal Readiness Centers are primarily training and assembly facilities for the Alaska Army National Guard. The State of Alaska maintains these facilities for the National Guard, and the National Guard use must always have priority over any other organization. However, when the Guard is not utilizing the facility or when joint use of the facility does not impair the mission of the National Guard, other organizations are encouraged to use the buildings for their community activities.

7. Requests for Facility Rental: All requests for the use of a National Guard Readiness Center must be directed to the Facility Commander of the readiness center. These requests will be prepared on TAG Form 202, dated 1 July 1997, as shown in Appendix B1. For Short-term Licenses see paragraph 20.

- A. The original and first copy (yellow) of TAG 202, along with the collected rental fees, will be forwarded to the Construction & Facilities Management Officer at P.O. Box 5549, Fort Richardson, AK 99505-0549, on the first working day after the rental;
- B. The second copy (pink) is retained by the Facility Commander;
- C. The third copy (gold) is retained by the requesting organization.

8. Restriction of Facility Usage: All usage of the National Guard Facilities is governed by the restrictions that follow:

- A. No organization will be permitted the allocation of permanent space within a readiness center for any reason or purpose.
- B. No organization will be permitted to affix any sign or identifying symbol inside or outside the readiness center on a permanent basis, unless a long-term lease or license is negotiated.
- C. In addition to the standby person (Section 13), the Facility Commander may require the presence of uniformed law enforcement officers at all times during the readiness center usage if it would deter the likelihood of vandalism or unruliness. In such cases, it will be the responsibility of the using activity to arrange and pay for the service of the officers.
- D. Housing non-military personnel is **not permitted** without permission from the CFMO except during time of a Declared National or State Emergency.
- E. Other restrictions as listed in Appendix C.

9. Environmental Responsibilities: Personnel renting portions of Alaska Army National Guard facilities agree to the following terms:

- A. Hazardous substances will not be allowed on facilities grounds.
- B. Any fuel spills or spills of other flammable/hazardous substance on National Guard property will be reported to the Facility Commander immediately.

10. ADA Requirements: Any entity renting portions of a Alaska Army National Guard facility will comply with all governing rules and regulations of the Americans with Disabilities Act of 1990.

11. Types of Public Rental and Rental Rates:

- A. Rental rates are listed in Appendix A. All rental fees will be made payable by check or money order to the State of Alaska and will be transmitted to the CFMO on the first working day after the rental. (See Section 7.A)
- B. Profit-Oriented Rental Fees: Any person, organization, or business whose purpose is to make a profit for personal gain will fall into the profit category when considered for facility rental. The Department of Military and Veterans Affairs does not promote profit-oriented rentals but will accommodate the organization when other suitable facilities are not available.

- C. **Nonprofit-Oriented Rental Fees:** Any person, business or organization that functions strictly for the benefit of the community and receives no personal gain from their activities, and has been issued an IRS non-profit certificate, will fall into the non-profit category. Any person or organization that does not fall into this category is profit oriented. The Facility Commander will keep on file a copy of the IRS Certificate for non-profit organizations. The facility Commander may also require the renter to show that their certificate of insurance is in effect. A modest rental fee will be charged for non-profit organizations when they utilize the facility. This fee will be used to pay part (approximately half) of the related operations costs incurred during the rental. The National Guard will absorb the other part of the expense as a way of promoting better community relations. This type of community involvement has a positive impact on recruiting and retention.

12. Use of Certified Indoor Ranges: Due to environmental liability and economic considerations, indoor ranges may not be rented.

13. Standby Fees: A National Guard member will be required to be present during facility rentals to insure that the using organization complies with the rules and regulations governing the rental. The using activity will be responsible for the member's salary, which will be a negotiable rate of not more than \$10 per hour. The check from the using organization will be made payable directly to the individual involved. No National Guard member shall be forced to perform standby duty. The individual on standby duty must understand his/her responsibilities and be briefed by the Facility Commander or his/her designated representative prior to going into standby status. Each facility will have a Standard Operating Procedure (SOP) for the standby person to follow. ***The National Guard member may donate their time or waive the standby fee.***

14. Cleaning: Each user is responsible for leaving the facility clean. This includes the removal of all trash, cleaning the floors, restrooms, kitchens, etc that the organization used. Should the renter fail to satisfy this requirement, the individual or organization will not be allowed future use. The renter may hire commercial cleaning firms to accomplish the cleanup; the renter is responsible for their payment. The Facility Commander may require a check in an amount sufficient to cover cleaning costs made out to a local janitorial service and held as a cleaning deposit. This check would be returned after satisfactory cleanup. The Facility Commander or his/her designated representative will sign the last line of the rental form to verify the facility was cleaned in a satisfactory manner.

15. Payment of Rental Fees: Rental fees are due at the conclusion of the rental. Cash will not be accepted. Payment will be in the form of a check or money order made payable to the State of Alaska.

16. Rentals Exceeding One Month: A separate rental agreement will be prepared for each month of usage (i.e., all May reservations for one group on one form and all June reservations on a second form) with a separate check for each month. Payment, along with the rental agreement, will be sent to the Construction & Facilities Management Office on the first working day following completions of each month's rental agreement.

17. Returned Check Fees: A \$25.00 fee will be charged for returned checks. A money order or cashiers check for the entire amount (returned check and fee) will then be made payable to the State of Alaska. Upon receipt of the cashiers check or money order, the CFMO will return the original NSF/account closed check to the renter.

18. Authorized Facilities: The authorized AKARNG facilities available for rental are:

Alcantra Readiness Center	Bethel Readiness Center
Nome Readiness Center	Fairbanks Readiness Center
Juneau Readiness Center #1	Kotzebue Readiness Center
Kenai Readiness Center	Ketchikan Readiness Center
Klawock Readiness Center	Kodiak Readiness Center
Nulato Readiness Center	Point Hope Readiness Center
Shishmaref Readiness Center	Sitka Readiness Center
Togiak Readiness Center	Valdez Readiness Center
Wrangell Readiness Center	

19. Usage By DOD Entities: Usage by Department of Defense (other than NG) entities will be handled just like all other rentals. For personnel sleeping over in the facility the fee will be \$12.00 per person, per night.

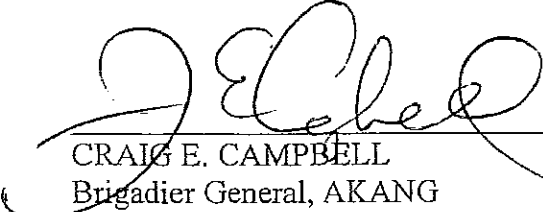
20. Waiver of Rental Fees: Waiver of rental fees, if requested, will be forwarded to the CFMO office for consideration. The TAG may waive fees for those users who incur less than \$1,000 in reimbursable costs per annum. (Ref: NGR 5-1/ANGI 63-101)

21. Short-term Licenses of Federally Owned Property: Per AR 405-80, The USP&FO or his designate may grant short-term revocable licenses of land, facilities or space for regular, occasional or non-recurring use to state or local governments, youth, civic, community or non-organizations. Requests for short-term licenses will be in writing to the local commander, if there is no object, then the commander will sent the request through the chain of command to the CFMO. Each request shall state the following: licensee, location(s), activities, and point of contact name, telephone and FAX numbers. Payment for these usages will be like the rental programs.

22. Rental of Aviation and Maintenance Facilities: Rental requests of these types of facilities will be directed to the CFMO.

The use of the Anchorage Readiness Center and the Camp Carroll Annual Training Site facilities will be reviewed on a case-by-case basis by the CFMO and governed by the current license.

QUESTIONS REGARDING ANY SITUATION NOT COVERED IN THIS REGULATION SHALL BE DIRECTED TO THE CFMO.



CRAIG E. CAMPBELL
Brigadier General, AKANG
The Adjutant General

APPENDIX A

RENTAL RATES

NUMBER ATTENDING	PROFIT	NON-PROFIT
0-50	\$ 75 / hr	\$ 20 / hr
51 and over	\$150 / hr	\$ 42 / hr

Certified checks may be requested from persons or organizations that have been established for less than four years or do not have adequate financial references.

If the readiness center is used during duty hours with National Guard personnel present, no standby fee will be required.

Standby Fee:

A standby fee, not to exceed \$10 / hr, is negotiated between the using organization and the National Guard member performing the standby.

APPENDIX B

CONTRACT FOR RENTING A NATIONAL GUARD FACILITY

1. Facility Location: _____ 2. Area(s) to be Rented: _____

3. Purpose of Rental: _____

4. Number of People Using the Facility: _____ Under 50 _____ 51 and Over

5. Is the Organization an IRS recognized Non-Profit Organization? _____ Yes _____ No

6. Is a Copy of the Business License Held by Profit- Oriented Individual or Organization on File?
 _____ Yes _____ No Certification # _____

7.	Rental Date(s)	Times	Rental Date(s)	Times
	_____	_____ to _____	_____	_____ to _____
	_____	_____ to _____	_____	_____ to _____
	_____	_____ to _____	_____	_____ to _____
	_____	_____ to _____	_____	_____ to _____

8. Special Provisions / Other Comments: _____

9. I/We have Read and Understand the Terms and Conditions of Use Listed on the Back of this Form. I/We accept ALL Liabilities related to the rental. Also, I/We understand that Cash Will NOT Be Accepted for Payment.

10. Signatures: Acceptance / Approval

_____ Renter, Title	_____ Organization Name	_____ Phone Number	_____ Date
_____ Facility Commander	_____ Title	_____ Phone Number	_____ Date

11. Distribution of Completed Contract: Send the Original and First Copy of the Agreement and the Check (Made Payable to the STATE of ALASKA) to:

State of Alaska / DMVA / CFMO
 PO Box 5549
 Ft. Richardson, AK 99505-0549

The Second Copy is for the Facility Commander (pink) The Third Copy is for the Renter (gold)

12. Calculations: Total Hours _____ X Rate _____ = Total \$ _____

13. Standby Charge: Totals Hours _____ X Rate _____ = Total \$ _____

14. Person Performing Standby: _____

15. I Certify that the Readiness center Has Been Cleaned to My Specification. (To be Signed at Conclusion of Rental.)

Signature of Facility Commander _____
Date

16. CFMO Accounting Use Only: Check # _____ Date: _____

Reviewed by CFMO _____ Date _____ APPR N/C _____ Date _____

APPENDIX C

TERMS AND CONDITIONS FOR USAGE OF NATIONAL GUARD FACILITIES

1. The user will assume pecuniary liability for any and all damages during the time the user rents the facility.
2. The use permit may be canceled at any time.
3. The use of displays and/or decorations during this usage must be approved by the Facility Commander and must be removed promptly upon the conclusion of the event.
4. Smoking is not authorized.
5. Consumption of alcoholic beverages on the premises is not authorized.
6. This agreement shall not be assigned or sublet, in whole or in part.
7. The user shall be held responsible for returning the facility and all rooms used in a clean and useable condition.
8. The user shall negotiate with and agree upon an hourly standby fee payable to the National Guard Member present at the function, unless said individual would normally be in attendance as a member of the user's organization. The standby person is free to donate his/her time if he/she so wishes. Maximum standby fee will be \$10/hr.
9. If requested by the Facility Commander, the user shall contract for and insure that uniformed security personnel are present during all portions of this usage.
10. Neither the National Guard nor the State of Alaska warrants or represents that the premises are safe, healthful, or suitable for the purpose for which they are permitted to be used under this agreement.
11. The user agrees that he/she does not and shall not at any time claim any interest or estate of any kind in the premises by virtue of this license or occupancy thereunder.
12. The Facility Commander may impose additional restrictions as required.
13. A \$25.00 returned check fee will be charged for returned checks.